

### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: SPRATT, Michael P.

Application No./Patent No.: 7,027,820 Filed/Issue Date: 04/11/2006

Entitled: LOCATION DATA VALIDATION BY STATIC ENTITIES RECEIVING LOCATION DATA ITEMS BY SHORT-RANGE COMMUNICATION

HTC Corporation, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

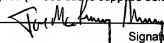
1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

<p> _____ Signature Joe McKinney Mundy, Reg. No. 32,334 _____ Printed or Typed Name Attorney on Behalf of the Assignee _____ Title</p>	<p>03/06/2010 _____ Date 703-621-7140 _____ Telephone Number</p>
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This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## Exhibit A

### LIST OF "ASSIGNED PATENTS"

#### United States Patents and Patent Applications

Patent No.	Patent Title	Patent No.	Patent Title
W090522A	Email	US5377354	METHOD AND SYSTEM FOR SORTING AND PRIORITIZING ELECTRONIC MAIL MESSAGES
W090605A	Multimedia	US5936615	Image-based touchscreen
		US5950159	Word spotting using both filler and phone recognition
		US6163822	Technique for controlling and processing a section of an interactive presentation simultaneously with detecting stimulus event in manner that overrides process
		US6725199	Speech synthesis apparatus and selection method
		US6741994	Method and automatic organization of data
		US6765565	Method for enhancing a sporting event by localized information display
		US6766000	Recordal service for voice communications
		US6781069	Method and apparatus for virtual interaction with physical documents
		US6879879	Telepresence system with automatic user-surrogate height matching
		US6882977	Method and facility for displaying customer activity and value
		US7086430	Process and apparatus for displaying data on a specific area of the surface of the display in a computer or an interactive terminal
		US7133023	Context input device
W090828A	Wireless Communications	US5666101	High-efficiency apparatus for measuring operational parameters and times of vehicles running around a racetrack
		US5713243	Information service provider for transmitting multiple rate wireless information
		US6208719	Method and apparatus for telecommunications having automatic network adaptations and silent mode operations
		US6505121	Onboard vehicle navigation system
		US6614393	Location data dissemination and reception for entities having short-range receivers
		US6636175	Method and apparatus for acquiring a remote position
		US6813499	Providing location data about a mobile entity
		US6819908	Limiting message diffusion between mobile devices
		US6943671	Generating an alarm based on location and time
		US7027820	Location data validation by static entities receiving location data items by short-range communication

#### Foreign Patents and Foreign Patent Applications

NONE

## **Exhibit B**

### **ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

**WHEREAS**, Hewlett-Packard Development Company, L.P., a limited partnership established and existing under the laws of the State of Texas and having its registered place of business at 20555 S.H. 249 Houston, Texas 77070, U.S.A. and Hewlett-Packard Company, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at 3000 Hanover Street, Palo Alto, California 94304, U.S.A. (collectively "HP") are the owners of record, either individually or collectively, of the Assigned Patents (as defined below);

**WHEREAS**, HTC Corporation ("Purchaser"), a corporation duly organized and existing under and by virtue of the laws of Taiwan, and having a place of business at No.23, Xinghua Road, Taoyuan City, Taoyuan County 330, Taiwan, is desirous of acquiring the entire interest in and to the Assigned Patents (as defined below);

**WHEREAS**, HP and Purchaser have entered into a Patent Purchase and Sale Agreement for certain patents and patent applications dated December 4<sup>th</sup>, 2009 ("Purchase and Sale Agreement") wherein HP has agreed to sell and Purchaser has agreed to purchase the Assigned Patents subject to all prior encumbrances and licenses;

**WHEREAS**, Purchaser has agreed and covenanted in said Purchase and Sale Agreement to license back to HP certain rights under the Assigned Patents, as set forth in Sections 6.1.2 and 7.2 thereof, as a condition of and as part of the consideration for the Parties entering into the Purchase and Sale Agreement;

**WHEREAS**, this Assignment is made by HP subject to and contingent upon Purchaser concurrently providing to HP a grant-back license to the Assigned Patents and upon Purchaser and its Affiliates making certain covenants not to sue or assert the Assigned Patents, in accordance with the Purchase and Sale Agreement; and

**WHEREAS**, for the purpose of this Assignment, the following terms, whether in singular or in plural form, when used with a capital initial letter shall have the respective meanings as follows.

"Affiliate" means with respect to any person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control of the Person in question; provided, however, that in any country where the local law or regulation does not permit foreign equity participation of more than fifty percent (50%), an "Affiliate" shall include any Person in which the Person in question owns or controls, directly or indirectly, the maximum percentage of such outstanding stock or voting rights permitted by such local law or regulation. For purposes of the foregoing, "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities,

by contract or otherwise.

"Assigned Patents" means the issued patents and patent applications listed in Appendix A of this Assignment.

"Encumbrances" means any commitments, licenses or other rights relating to any of the Assigned Patents, whether express, implied or otherwise, that are made, entered into or granted by, or that arise from the actions taken by, HP, any current or former Affiliate of HP, or any Person, prior to the Effective Date including, but not limited to, the commitments, licenses and rights described in Sections 5 and 6.1 of the Purchase and Sale Agreement.

"Person" means any natural person, corporation, company, partnership, association, sole proprietorship, trust, joint venture, non-profit entity, institute, governmental authority, trust association or other form of entity not specifically listed herein including, without limitation, HP or any of its Affiliates, or Purchaser or any of its Affiliates.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration to HP in hand paid, the receipt of which is hereby acknowledged, HP has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto said Purchaser, subject to all Encumbrances, its whole right, title, and interest in and to all of the Assigned Patents, said whole right, title, and interest in and to said Assigned Patents including all past, present, and future causes of action and claims for damages derived by reason of patent infringement thereof (to the extent such damages are not already paid, awarded or contractually owed to HP, its Affiliates or any predecessor of HP or HP's Affiliates), for said Purchaser's own use and for the use of its assigns, successors, and legal representatives to the full end of the term of each of the Assigned Patents. For clarity, the foregoing assignment does not include (i) any trademarks, trade dress, trade names, or other indicia of origin; (ii) except for inventions of the Assigned Patents, any inventions or discoveries, whether patentable or not, and registrations, invention disclosures, patents and applications therefor; (iii) any trade secrets, confidential information or know-how; (iv) any works of authorship, whether copyrightable or not; and (v) any other intellectual property or proprietary rights of HP, its Affiliates or any predecessor of HP or HP's Affiliates.

HP, for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Purchaser, its assigns, successors, and legal representatives to fully cooperate therewith in perfecting this assignment in the United States and in any and all foreign jurisdictions, said cooperation extending to the Assigned Patents, and including the execution of additional assignments or other formal documents as may be required in connection therewith.

In Testimony Whereof, HP by its fully authorized representatives has executed this Assignment as of the dates indicated below.

HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P.

By: HPQ Holdings, LLC, its General Partner

By: [Signature] Date: 12/7/2009  
Kevin P. Light, Manager  
HPQ Holdings, LLC

HEWLETT-PACKARD COMPANY

By: [Signature] Date: 12/7/09  
Bruce H. Warrus, Jr.  
HP & AGC, Intellectual Property Licensing  
Hewlett-Packard Company